

DuPAGE WATER COMMISSION
CONTRACT FOR THE CONSTRUCTION OF
DPPS SODIUM HYPOCHLORITE FACILITY IMPROVEMENTS
CONTRACT PSD-8/19

INVITATION FOR BIDDER'S PROPOSALS

OWNER:
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642

ENGINEER: Greeley and Hansen, LLC
100 South Wacker Drive
Suite 1400
Chicago, Illinois 60606-4003
Mr. Daniel Romza, PE
(312) 558-9000

1. **Invitation to Bid**

Owner invites sealed Bidder's Proposals for the Work described in detail in the Contract and generally described as follows:

Providing, performing, and completing at the Work Site described below and in the manner described and specified in this Bid Package all necessary design, if any, work, labor, services, transportation, equipment, materials, apparatus, machinery, tools, fuels, gas, electric, water, waste disposal, information, data, and other means and items necessary for the replacement of the existing sodium hypochlorite system with a new sodium hypochlorite disinfection system, including temporary facilities, new tanks, pumps, piping, electrical, instrumentation, building modifications, removal and replacement of architectural finishes and application of special chemical resistant coatings and other appurtenances required for a complete system, at the DuPage Pumping Station in the City of Elmhurst, Cook County, Illinois ("DPPS Sodium Hypochlorite Facility Improvements").

2. **The Bidding Documents**

The Bidding Documents consist of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth herein: (1) Invitation for Bidder's Proposals; (2) General Instructions to Bidders; (3) Special Instructions to Bidders; (4) Addenda, if issued; (5) Bidder's Proposal; (6) Bidder's Sworn Acknowledgment; (7) Bidder's Sworn Work History Statement; (8) Form of Bid Bond; (9) Request for Additional Information, if any; (10) Bidder's Sworn Statement of Responsibility, if requested; (11) Other Information Submitted by Bidder, if requested; and (12) Notice of Award.

3. **The Contract**

The Contract consists of the following documents, all of which are by this reference made a part of this Invitation for Bidder's Proposals as though fully set forth

herein: (1) Contract Agreement; (2) Contractor's Certification; (3) Schedule of Prices; (4) General Conditions of Contract; (5) Special Conditions of Contract; (6) Contract Drawings; (7) Specifications; (8) Form of Performance Bond; (9) Form of Labor and Material Payment Bond; (10) Prevailing Wage Ordinance; and (11) Addenda, if issued.

4. **Inspection and Examination; Pre-Bid Conference**

A Non-Disclosure and Confidentiality Agreement must be signed before Owner will release the Bidding Documents and the Contract to a prospective Bidder.

The Non-Disclosure and Confidentiality Agreement, the Bidding Documents, and the Contract may be examined by a prospective Bidder at the offices of Owner and Engineer as listed above. A copy of the Bidding Documents and the Contract may be purchased by a prospective Bidder at the office of Owner upon payment of \$50.00 per set, which fee is non-refundable. Contact Jenessa Rodriguez or Veronica Butler at (630) 834-0100, weekdays between 7:30am and 4:30pm to obtain a copy of the Bidding Documents and the Contract. Persons requesting documents to be sent by mail shall make arrangements with the Owner to cover the cost of postage and handling.

Owner will provide access to the DuPage Pumping Station for such pre-bid inspections from 7:00 a.m. to 2:00 p.m. by appointment only; provided, however, that (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by a prospective Bidder; and (ii) the security requirements set forth in the Contract shall have been complied with, including without limitation providing to Owner's Facilities Construction Supervisor, R. Christopher Bostick, a list of all Persons requiring access at least 48 hours in advance.

A MANDATORY PRE-BID CONFERENCE of all prospective Bidders shall be held at the Work Site on October 23, 2019, at 9:00 o'clock, A.M., local time. At least one Person employed by each Bidder must attend the pre-bid conference, in addition to any other representatives a prospective Bidder may choose to invite. **THE BIDDER'S PROPOSAL OF ANY BIDDER THAT FAILS TO HAVE AT LEAST ONE PERSON EMPLOYED BY SUCH BIDDER ATTEND THE PRE-BID CONFERENCE SHALL BE REJECTED.** No representatives or invitees of a prospective Bidder shall be permitted to attend the pre-bid conference unless (i) the required Non-Disclosure and Confidentiality Agreement shall have been signed by the prospective Bidder; and (ii) the security requirements set forth in the Contract shall have been complied with, including without limitation providing to Owner's Facilities Construction Supervisor, R. Christopher Bostick, a list of all Persons requiring access at least 48 hours in advance. All visitors must present a valid driver's license or other government-issued photo identification, sign in at the reception area and wear a visitor badge while at the DuPage Pumping Station.

5. **Bid Opening**

Owner will receive sealed Bidder's Proposals for the Work until 1:00 o'clock, P.M., local time, November 6, 2019, at Owner's office listed above, at which

time, or as soon thereafter as possible, all Bidder's Proposals will be publicly opened and read aloud.

6. **Bid Security, Bonds, and Insurance**

Each Bidder's Proposal shall be accompanied by a security deposit of at least ten percent of the Bidder's Price Proposal as specified in the Bidding Documents. The successful Bidder will be required to furnish Bonds and Certificates and Policies of Insurance in accordance with the Contract at the Closing.

DATED this 23rd day of September, 2019.

DUPAGE WATER COMMISSION

By: /s/ John F. Spatz
General Manager

NON-DISCLOSURE AND CONFIDENTIALITY AGREEMENT

BACKGROUND:

The DuPage Water Commission (the “Commission”) has issued an Invitation for Bidder’s Proposals for the Contract entitled “Contract for the Construction of DPPS Sodium Hypochlorite Facility Improvements—Contract PSD-8/19” (the “Project”).

The Company executing this Affidavit (the “Company”) is considering submitting a bid for the Project (the “Bid”).

The Commission has agreed to provide the Company with information and documents that the Commission considers to be confidential (the “Confidential Information”) for the sole purpose of preparation of the Bid by the Company.

The Commission will not provide the Confidential Information to the Company without this Affidavit, and the Company is delivering this Affidavit to the Commission to induce the Commission to provide the Confidential Information to the Company.

The Confidential Information covered by this Affidavit presents safety and security concerns for the integrity of the Commission’s water distribution system. The Confidential Information is prepared for or references the Project and contains detailed specifications for the Project including, but not limited to, diagrams, schematics, drawings, photographs, specifications, test analyses, or other documents related to the Project.

NOW, THEREFORE, the Company agrees, acknowledges, covenants, warrants, and represents to the Commission as follows:

1. The Background set forth above is hereby incorporated herein.
2. The person executing this Affidavit on behalf of the Company will be responsible for each copy of the Bid Package for the Project or other Confidential Information that is received. If additional copies are needed, the Company will make such copies as are necessary for the preparation of the Bid. Any copy, note, and/or drawing in written or tangible form that is created from Confidential Information shall be considered Confidential Information for the purposes of this Affidavit. The Company must maintain control of all copies, notes, and/or drawings constructed through or about Confidential Information or other information provided by the Commission, through procedures that include recording, tracking, collection, and destruction of all such information.
3. The Company agrees to keep the Confidential Information in confidence and to disclose the Confidential Information only to those employees, subcontractors, consultants, and affiliates of the Company who are directly involved in preparing the Bid. In connection with this Affidavit, “to disclose” shall mean to divulge, reveal, describe, summarize, paraphrase, quote, transmit, or otherwise communicate information, whether or not pursuant to request, interrogatory, or process.

4. Any person to whom the Company desires to grant access to the Confidential Information, including employees, subcontractors, consultants, and affiliates of the Company, as referenced in Section 3 above, must agree individually and expressly to the terms of a non-disclosure affidavit prescribed by the Commission. If any Confidential Information is included in the Bid, then those portions of the Bid will be considered Confidential Information.
5. The Company must return all Confidential Information received from the Commission within five business days of the Commission's request for return. The Company must collect and destroy all Confidential Information that was created by the Company and/or its subcontractors within five business days of the Commission's request for destruction.
6. The Company must provide immediate written notice to the Commission of any actual requirement, including a copy of any written request, or potential requirement of any court or agency to disclose Confidential Information received by the Company. The Company will cooperate with the Commission's efforts to seek a protective order or other legal relief limiting such disclosure.
7. The Company will not be liable for disclosing Confidential Information resulting from judicial decree or government regulation, provided the Company gives prompt and immediate notice to the Commission and discloses the Confidential Information in accordance with any related protective order which the Commission may obtain in response to such decree or regulation.
8. The Company acknowledges that a violation of any of the provisions of this Affidavit will cause irreparable harm and injury to the Commission and the Commission will be entitled, in addition to any other rights and remedies it may have at law or in equity, to an injunction enjoining and restraining the Company from doing or continuing to do any such act and any other violations or threatened violations of this Affidavit.
9. This Affidavit will be construed under and in accordance with the laws of the State of Illinois.
10. All notices required to be given under this Affidavit must be given in writing and must be hand delivered or sent by United States certified or registered mail, postage prepaid, addressed to the Company or to the Commission at their respective addresses set forth below, as appropriate. Such notice is considered to have been given on the date of delivery, if delivered by hand, and on the second business day after mailing, if given by mail. The Commission or the Company may, from time to time, change the address to which notices will be sent by giving notice to the Company or the Commission, respectively, in the manner provided in this paragraph.
11. The obligations of the Company shall not be assigned by the Company, in whole or in part, without the prior written consent of the Commission and any purported assignment of same shall be void. This Affidavit shall be binding on successors and permitted assignees of the Company.

12. This Affidavit is the entire agreement by the Company with respect to nondisclosure of Confidential Information pertaining to the conduct of business stated above and supersedes all prior agreements and understandings with respect to this subject. This Affidavit may be amended only in writing and with the written prior approval of the Commission.
13. The Company shall perform its obligations hereunder without charge to the Commission.
14. For security reasons, the Company's obligation not to disclose the Confidential Information shall never expire, regardless of whether the Company chooses to bid on the Project.
15. The effective date of this Affidavit is the date that it is signed by the Company.
16. The person signing this Affidavit on behalf of the Company (a) shall be the responsible person in the Company for controlling access to all Confidential Information provided under this Affidavit, and (b) is authorized by the Company to bind the Company by his or her signature hereto.

Print Name and Title of Authorized Employee

Signature of Authorized Employee

Date

Print Name of Company

Print Address of Company

Notarization: _____

ADDRESS OF THE COMMISSION FOR PURPOSES OF SECTION 10 ABOVE IS AS FOLLOWS:

General Manager
DuPage Water Commission
600 East Butterfield Road
Elmhurst, Illinois 60126-4642